

04-0-0442

(Do Not Write Above This Line)

A ORDINANCE
BY Cesar C. Mitchell

AN ORDINANCE AUTHORIZING THAT THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE CITY, ENTER AGREEMENTS WITH PERFORMERS, SPONSORS AND VENDORS FOR THE 2004, 2005 AND 2006 ATLANTA JAZZ FESTIVAL AND MONTREUX ATLANTA MUSIC FESTIVAL AND CHARGE ADMISSION FEES FOR SELECT EVENTS AT THOSE FESTIVALS, AND THAT ALL JAZZ FESTIVAL REVENUES AND COSTS BE DEPOSITED INTO OR CHARGED TO AND PAID FROM FUND ACCOUNT NO. 3P02N4IS0201QNA0, AND THAT ALL MONTREUX FESTIVAL REVENUES AND COSTS BE DEPOSITED INTO OR CHARGED TO AND PAID FROM FUND ACCOUNT CENTER NO. 3P0N4IS020QNA0; AND FOR OTHER PURPOSES.

Amended

- ☐ CONSENT REFER
☐ REGULAR REPORT REFER
☐ ADVERTISE & REFER
☐ 1st ADOPT 2nd READ & REFER
☒ PERSONAL PAPER REFER

Date Referred 03/01/04
Referred To: CD/HR
Date Referred
Referred To:
Date Referred
Referred To:
Referred To:

First Reading

Committee _____
Date _____
Chair _____
Referred To _____

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Subcommittee

Refer To

Refer To

Refer To

Refer To

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

ADOPTED BY

MAR 15 2004

COUNCIL

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

MAYOR'S ACTION

CERTIFICATE
MAR 15 2004
MUNICIPAL CLERK

MAR 23 2004
MAYOR

FINAL COUNCIL ACTION

☒ 2nd ☐ 1st & 2nd ☐ 3rd

Readings

☒ Consent ☐ V Vote ☒ RC Vote

CERTIFIED

MAR 15 2004

CITY COUNCIL
ATLANTA, GEORGIA

AN ORDINANCE BY

04-O-0442

COUNCILMEMBER CEASAR MITCHELL

AS SUBSTITUTED AND AMENDED (3/9/04)

BY COMMUNITY DEVELOPMENT & HUMAN RESOURCES COMMITTEE

AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE CITY, TO ENTER INTO AGREEMENTS WITH PERFORMERS, ARTISTS, AND SPONSORS FOR THE 2004, 2005, AND 2006 ATLANTA JAZZ FESTIVAL AND MONTREUX ATLANTA MUSIC FESTIVAL AND TO CHARGE ADMISSION FEES FOR SELECT EVENTS AT THOSE FESTIVALS, AND THAT ALL JAZZ FESTIVAL REVENUES AND EXPENSES BE DEPOSITED AND EXPENSED FROM 3P02 REVENUE (464101) AND EXPENSED TO (524001) N41S0201QNA0, AND THAT ALL MONTREUX FESTIVAL REVENUES AND EXPENSES BE DEPOSITED INTO REVENUE (464101) AND EXPENSED TO (524001) N41S0202QNA0; AND THAT THE CITY ATTORNEY BE AUTHORIZED TO EXPEND AN AMOUNT NOT TO EXCEED \$18,500 TO REGISTER TRADEMARKS ASSOCIATED WITH THE ATLANTA JAZZ AND MONTREUX ATLANTA MUSIC FESTIVALS, SAID AMOUNT TO BE PAID FROM THE AFORE-MENTIONED ACCOUNT NUMBERS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") produces two music festivals each year for the benefit of its citizens, the Atlanta Jazz Festival ("Jazz Festival") and the Montreux Atlanta Music Festival ("Montreux Festival") (collectively, the "Festivals");

WHEREAS, the Jazz Festival is held throughout the month of May, and includes approximately one hundred free events and approximately five events for which an admission price is charged; and

WHEREAS, the Montreux Festival is held for up to five consecutive days, including the Labor Day weekend, and includes approximately ten free events and fifteen events for which an admission price is charged; and

WHEREAS, the City pays for the Festivals from Hotel Motel Tax proceeds, from sponsors of each of the Festivals, from vendors at the Festivals, and from revenues generated by the Festivals' concerts that charge an admission price; and

WHEREAS, because of the limited Hotel Motel Tax funds, and because significantly more of those funds are allocated for the Jazz Festival, and because the budget for the Montreux Festival was cut significantly beginning with the 2002 City budget, the Jazz Festival is able to provide a large number of free events, whereas the Montreux Festival must charge an admission fee for the majority of its events; and

WHEREAS, as the producer of the Festivals, the City must negotiate contracts with each of the performers and each of the sponsors; and

WHEREAS, the cost of the performers at each of the Festivals is up to \$5,000 for local performers from the metro Atlanta region, up to \$50,000 for national performers such as Gladys Knight or Art Garfunkel, and up to \$100,000 for headline performers such as Ray Charles, Aretha Franklin, or Tony Bennett. The City also pays for the performers' backline (instruments, equipment, etc) staging, sound, and lights. Lastly, the City pays for non-local performers' round trip airfare, and hotel, meal, and ground transportation costs; and

WHEREAS, there are no greater than five headline performers at each of the Festivals; and

WHEREAS, one way that the City pays for the Festivals is through sponsorships. The Festivals have different levels and types of sponsorships, depending upon the amount and type of the sponsor's contribution: Presenting Sponsors donate cash or in-kind donations totaling \$85,000 or more; Official Sponsors donate cash or in-kind donations totaling between \$50,000 to \$100,000; Supplier Sponsors donate cash or in-kind donations totaling between \$25,000 to \$75,000; and Media Sponsors donate cash or in-kind donations totaling between \$25,000 to \$75,000; and

WHEREAS, contributions made by Jazz Festival sponsors are utilized for the Jazz Festival only, and contributions made by Montreux Festival sponsors are utilized for the Montreux Festival only; and

WHEREAS, in exchange for the donation, sponsors receive numerous benefits, including: passes or tickets to the Festivals' events that otherwise require an admission fee; discounted tickets to the Festivals' events that require an admission fee and an opportunity to purchase those tickets in advance; gifts of Festivals-related merchandise; inclusion of sponsor's name or logo in the Festivals' press releases, advertisements, event related published stories, and television advertisements; and dedicated space at select Festivals' events wherein the sponsor can display its goods and a banner with the company logo; and

WHEREAS, sponsors for the Jazz Festival receive Jazz Festival benefits only and sponsors for the Montreux Festival receive Montreux Festival benefits only; and

WHEREAS, one way that the City pays for the Festivals is through charging for admission to certain of the Festivals' events. As the producer of the Festivals, the City must determine a reasonable market based entrance price; and

WHEREAS, the City determines which artists to pursue for each of the Festivals by researching the popularity of various artists, including review of published articles and polls, researching the cost of various artists and comparing those costs to the going rates within the industry for artists of similar notoriety, and the artists' availability. Based

upon this information, the City creates a list of artists that it would like to have perform, approaches each artist and requests that s/he perform at one of the Festivals; and

WHEREAS, booking artists occurs at a quick pace, in that artists are generally unwilling to reserve a performance date without a guarantee that they will in-fact be hired for that date. Therefore, once the City determines that it wants a performer to appear at a Festival, it needs to enter an agreement with that artist so that the artist is not hired by someone else; and

WHEREAS, because the City selects artists that it wishes to perform at these Festivals, and because of the pace of booking artists, the City's procurement process is not an effective manner of selecting and hiring artists and the artist procurement process for these Festivals should be exempt from the Procurement Code; and

WHEREAS, because the City allows for an unlimited number of sponsors for the Festivals, and because these arrangements are made within a relatively close time proximity to the Festivals, the City does not have time to select and contract with Festivals' sponsors in the fashion set forth in the Procurement Code, and there is no benefit to the City from following the Procurement Code guidelines, and the sponsor and artists contracts for the Festivals should be exempt from the Procurement Code; and

WHEREAS, the City has an official logo for each of the Festivals. In addition, the City commissions an artist each year to create the official artwork for the Jazz Festival. The City utilizes the name and logo of each of the Festivals, and the Jazz Festival official artwork on merchandise. The City sells the merchandise to raise revenues to support the Festivals; and

WHEREAS, the City should register the word marks "ATLANTA JAZZ FESTIVAL" and "MONTREUX ATLANTA MUSIC FESTIVAL", so that non-City entities cannot commercially utilize those words, or words with a similar meaning. The City should also register the design marks of the Jazz Festival's logo and official artwork, and the Montreux Festival's logo; and

WHEREAS, by registering these trademarks, the City can legally prevent potential competitors from profiting from words, logos, or artwork that belong to the City, and can thereby increase the revenues raised by the City; and

WHEREAS, the City's trademark registrations should occur at a state and federal level to provide ultimate protection to the City. The registration must occur in each of the categories in which the City anticipates using the name, logo and/or official artwork of the Festivals, including but not limited to entertainment services, t-shirts, posters, water bottles and hats; and

WHEREAS, the cost of registering a word mark federally is \$335 per category of registration. The cost of registering a design mark federally is \$335 per category of registration. The cost of registering a work mark at the state level is \$15 per category of

4

registration, with an identical cost for registering a design mark. Mailing fees are added to all of these costs. So, for example, if the City wants to produce T-shirts with the Jazz Festival name and logo, it will cost \$350 plus mailing fees to register the Jazz Festival word mark and the \$350 to register the Jazz Festival design mark, at a federal and state level, for T-shirts only. The City will need to pay an additional \$700 to register these trademarks for hats, and similarly \$700 for each of the other categories in which the City desires trademark protection; and

WHEREAS, the City will need to register the word marks and logos for the Festivals only once, but will need to register the design mark for the Jazz Festival's official artwork each year, as the City changes the artwork for each festival annually; and

WHEREAS, in order to register the trademarks in seven categories at the federal and state level, it should not cost more than \$5,250 total to register the word mark "ATLANTA JAZZ FESTIVAL" and the design mark of the Jazz Festival logo. It should not cost more than \$5,250 total to register the word mark "MONTREUX ATLANTA MUSIC FESTIVAL" and the design mark of the Montreux Festival logo. It should not cost more than \$8,000 total to register the Jazz Festival's official artwork in 2004, 2005, and 2006. Mailing costs are included in these not to exceed amounts.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1. The Mayor or her designee, on behalf of the City, is hereby authorized to enter into and execute agreements with artists to perform at the 2004, 2005, and 2006 Jazz Festival and the 2004, 2005, and 2006 Montreux Festival ("Artist Agreements"). The Artist Agreements with local artists shall provide a fee to the artist in an amount not to exceed \$5,000, unless the local artists have received national acclaim. The Mayor or her designee may enter no greater than five Artist Agreements per each of the two Festivals, whereby the fee paid to the artist is in an amount greater than \$50,000 but not exceeding \$100,000. All other Artist Agreements for the two Festivals shall provide artist fees in an amount not to exceed \$50,000. In addition, the Artist Agreements with all of the artists shall provide that the City shall pay for the Artists' technical rider requirements. The Artist Agreements with all of the artists other than the local artists, shall provide that the City shall pay for the Artists' personal rider requirements. The technical rider requirements shall include backline (instruments, equipment, etc) staging, sound, and lights, and in no event shall these costs exceed \$15,000 per artist. The personal rider requirements shall include round-trip airfare, hotel, meal, and ground transportation costs of the artist, and in no event shall these costs exceed \$5,000 per artist. The Mayor or her designee is not authorized to agree to the City expenditure of any additional money in the Artist Agreements, other than as set forth in this Section 1.

Section 2. The cost of the Jazz Festival Artist Agreements shall be charged to and paid from the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 524001 N41S0201QNA0. The cost of the Montreux Festival Artist Agreements shall be charged

to and paid from the Montreux Festival Trust Fund Account, Fund Account Center No. 3P02 524001 N41S0202QNA0.

Section 3. The Mayor or her designee, on behalf of the City, is hereby authorized to accept donations for the Festivals and to enter into and execute agreements with sponsors of the 2004, 2005, and 2006 Jazz Festival and the 2004, 2005, and 2006 Montreux Festival ("Sponsor Agreements"). The Mayor or her designee is further authorized to provide benefits to sponsors in exchange for their donations. The Sponsor Agreements shall set forth the type of sponsorship, the sponsorship fee, and the benefits provided by the City to the sponsors. The Sponsor Agreements shall be for the following levels of sponsorships with the following associated fees: Presenting Sponsors, whereby the sponsor must donate cash or in-kind donations totaling \$85,000 or more; Official Sponsors, whereby the sponsor must donate cash or in-kind donations totaling \$50,000 or more; Supplier Sponsors, whereby the sponsor must donate cash or in-kind donations for \$25,000 or more; and Media Sponsors, whereby the sponsor must donate cash or in-kind donations for \$25,000 or more. The benefits provided to the sponsors shall be determined by the Commissioner of the Department of Parks, Recreation and Cultural Affairs ("Commissioner"), but shall be in the nature of advertisement of the sponsor in Jazz or Montreux Festival advertisements or at Jazz or Montreux Festival events, Jazz or Montreux Festival tickets, and Jazz or Montreux Festivals merchandise. Jazz Festival Sponsors shall receive Jazz Festival benefits only, and Montreux Festival sponsors shall receive Montreux Festival benefits only. The Commissioner is authorized to include sponsor logos on and in advertisements for the Festivals, and to hang banners including sponsor logos at the Festivals' events.

Section 4. All Jazz Festival contributions shall be deposited into the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 464101 N41S0201QNA0, and shall be used to pay for Jazz Festival costs only. All Montreux Festival contributions shall be deposited into the Montreux Festival Trust Fund Account, Fund Account Center No. 3P02 464101 N41S0202QNA0, and shall be used to pay for Montreux Festival costs only.

Section 5. The Commissioner is authorized to charge admission prices for the 2004, 2005, and 2006 Jazz and Montreux Festival events, provided that each of the Festivals has some events that are free. These admission prices shall be consistent with the market rate admission prices for the particular artist(s) performing at the event, as determined by the Commissioner.

Section 6. All revenues derived from Jazz Festival admission prices shall be deposited into the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 464101 N41S0201QNA0, and shall be used to pay for Jazz Festival costs only. All revenues derived from Montreux Festival admission prices shall be deposited into the Montreux Festival Trust Fund Account, Fund Account Center No. 3P02 464101 N41S0202QNA0, and shall be used to pay for Montreux Festival costs only.

Section 7. The Mayor or her designee, on behalf of the City, is hereby authorized to enter into and execute agreements with artists to create the official artwork of the 2004, 2005, and 2006 Jazz Festival ("Official Artwork Agreements"). The Official Artwork Agreements shall provide a fee to the artist such that the City expends an amount not to exceed \$2,000 per year, or \$6,000 total for the official artwork of the 2004, 2005, and 2006 Jazz Festival.

Section 8. The City Attorney is hereby authorized to register, at both a federal and state level, in no greater than seven categories, the word mark "ATLANTA JAZZ FESTIVAL", the design mark of the Jazz Festival's logo, and the design mark of the Jazz Festival's 2004, 2005, and 2006 official artwork, in an amount not to exceed \$13,250. These registration costs, including mailing expenses, shall be charged to and paid from the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 524001 N41S0201QNA0.

Section 9. The City Attorney is hereby authorized to register, at both a federal and state level, in no greater than seven categories, the word mark "MONTREUX ATLANTA MUSIC FESTIVAL" and the design mark of the Montreux Festival's logo, in an amount not to exceed \$5,250. These registration costs, including mailing expenses, shall be charged to and paid from the Montreux Festival Trust Fund Account, Fund Account Center No. 3P02 524001 N41S0202QNA0.

Section 10. All ordinances in conflict herewith are hereby repealed for purposes of this Ordinance only, and only to the extent of the conflict.

A true copy,

Rhonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED as amended by Council
APPROVED by the Mayor

March 15, 2004
March 23, 2004

COMMITTEE AMENDMENT FORM

DATE 3/09/04

COMMITTEE CD/HR

PAGE#(S) _____

ORDINANCE# 04-O-0442

SECTION(S) 8 AND 9

RESOLUTION# _____

PARAGRAPH _____

AMENDMENT ON SUBSTITUTE:

To insert account number # **524001** in Sections 8 and 9.

WAG
OK

Section 7. The Mayor or her designee, on behalf of the City, is hereby authorized to enter into and execute agreements with artists to create the official artwork of the 2004, 2005, and 2006 Jazz Festival (“Official Artwork Agreements”). The Official Artwork Agreements shall provide a fee to the artist such that the City expends an amount not to exceed \$2,000 per year, or \$6,000 total for the official artwork of the 2004, 2005, and 2006 Jazz Festival.

Section 8. The City Attorney is hereby authorized to register, at both a federal and state level, in no greater than seven categories, the word mark “ATLANTA JAZZ FESTIVAL”, the design mark of the Jazz Festival’s logo, and the design mark of the Jazz Festival’s 2004, 2005, and 2006 official artwork, in an amount not to exceed \$13,250. These registration costs, including mailing expenses, shall be charged to and paid from the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 524001 N41S0201QNA0.

Section 9. The City Attorney is hereby authorized to register, at both a federal and state level, in no greater than seven categories, the word mark “MONTREUX ATLANTA MUSIC FESTIVAL” and the design mark of the Montreux Festival’s logo, in an amount not to exceed \$5,250. These registration costs, including mailing expenses, shall be charged to and paid from the Montreux Festival Trust Fund Account, Fund Account Center No. 3P02 524001 N41S0202QNA0.

Section 10. All ordinances in conflict herewith are hereby repealed for purposes of this Ordinance only, and only to the extent of the conflict.

COUNCILMEMBER CEASAR MITCHELL

AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE CITY, TO ENTER INTO AGREEMENTS WITH PERFORMERS, ARTISTS, AND SPONSORS FOR THE 2004, 2005, AND 2006 ATLANTA JAZZ FESTIVAL AND MONTREUX ATLANTA MUSIC FESTIVAL AND TO CHARGE ADMISSION FEES FOR SELECT EVENTS AT THOSE FESTIVALS, AND THAT ALL JAZZ FESTIVAL REVENUES AND EXPENSES BE DEPOSITED AND EXPENSED FROM 3P02 REVENUE (464101) AND EXPENSED TO (524001) N41S0201QNA0, AND THAT ALL MONTREUX FESTIVAL REVENUES AND EXPENSES BE DEPOSITED INTO REVENUE (464101) AND EXPENSED TO (524001) N41S0202QNA0; AND THAT THE CITY ATTORNEY BE AUTHORIZED TO EXPEND AN AMOUNT NOT TO EXCEED \$18,500 TO REGISTER TRADEMARKS ASSOCIATED WITH THE ATLANTA JAZZ AND MONTREUX ATLANTA MUSIC FESTIVALS, SAID AMOUNT TO BE PAID FROM THE AFORE-MENTIONED ACCOUNT NUMBERS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") produces two music festivals each year for the benefit of its citizens, the Atlanta Jazz Festival ("Jazz Festival") and the Montreux Atlanta Music Festival ("Montreux Festival") (collectively, the "Festivals");

WHEREAS, the Jazz Festival is held throughout the month of May, and includes approximately one hundred free events and approximately five events for which an admission price is charged; and

WHEREAS, the Montreux Festival is held for up to five consecutive days, including the Labor Day weekend, and includes approximately ten free events and fifteen events for which an admission price is charged; and

WHEREAS, the City pays for the Festivals from Hotel Motel Tax proceeds, from sponsors of each of the Festivals, from vendors at the Festivals, and from revenues generated by the Festivals' concerts that charge an admission price; and

WHEREAS, because of the limited Hotel Motel Tax funds, and because significantly more of those funds are allocated for the Jazz Festival, and because the budget for the Montreux Festival was cut significantly beginning with the 2002 City budget, the Jazz Festival is able to provide a large number of free events, whereas the Montreux Festival must charge an admission fee for the majority of its events; and

WHEREAS, as the producer of the Festivals, the City must negotiate contracts with each of the performers and each of the sponsors; and

WHEREAS, the cost of the performers at each of the Festivals is up to \$5,000 for local performers from the metro Atlanta region, up to \$50,000 for national performers such as Gladys Knight or Art Garfunkel, and up to \$100,000 for headline performers such as Ray Charles, Aretha Franklin, or Tony Bennett. The City also pays for the performers' backline (instruments, equipment, etc) staging, sound, and lights. Lastly, the City pays for non-local performers' round trip airfare, and hotel, meal, and ground transportation costs; and

WHEREAS, there are no greater than five headline performers at each of the Festivals; and

WHEREAS, one way that the City pays for the Festivals is through sponsorships. The Festivals have different levels and types of sponsorships, depending upon the amount and type of the sponsor's contribution: Presenting Sponsors donate cash or in-kind donations totaling \$85,000 or more; Official Sponsors donate cash or in-kind donations totaling between \$50,000 to \$100,000; Supplier Sponsors donate cash or in-kind donations totaling between \$25,000 to \$75,000; and Media Sponsors donate cash or in-kind donations totaling between \$25,000 to \$75,000; and

WHEREAS, contributions made by Jazz Festival sponsors are utilized for the Jazz Festival only, and contributions made by Montreux Festival sponsors are utilized for the Montreux Festival only; and

WHEREAS, in exchange for the donation, sponsors receive numerous benefits, including: passes or tickets to the Festivals' events that otherwise require an admission fee; discounted tickets to the Festivals' events that require an admission fee and an opportunity to purchase those tickets in advance; gifts of Festivals-related merchandise; inclusion of sponsor's name or logo in the Festivals' press releases, advertisements, event related published stories, and television advertisements; and dedicated space at select Festivals' events wherein the sponsor can display its goods and a banner with the company logo; and

WHEREAS, sponsors for the Jazz Festival receive Jazz Festival benefits only and sponsors for the Montreux Festival receive Montreux Festival benefits only; and

WHEREAS, one way that the City pays for the Festivals is through charging for admission to certain of the Festivals' events. As the producer of the Festivals, the City must determine a reasonable market based entrance price; and

WHEREAS, the City determines which artists to pursue for each of the Festivals by researching the popularity of various artists, including review of published articles and polls, researching the cost of various artists and comparing those costs to the going rates within the industry for artists of similar notoriety, and the artists' availability. Based

upon this information, the City creates a list of artists that it would like to have perform, approaches each artist and requests that s/he perform at one of the Festivals; and

WHEREAS, booking artists occurs at a quick pace, in that artists are generally unwilling to reserve a performance date without a guarantee that they will in-fact be hired for that date. Therefore, once the City determines that it wants a performer to appear at a Festival, it needs to enter an agreement with that artist so that the artist is not hired by someone else; and

WHEREAS, because the City selects artists that it wishes to perform at these Festivals, and because of the pace of booking artists, the City's procurement process is not an effective manner of selecting and hiring artists and the artist procurement process for these Festivals should be exempt from the Procurement Code; and

WHEREAS, because the City allows for an unlimited number of sponsors for the Festivals, and because these arrangements are made within a relatively close time proximity to the Festivals, the City does not have time to select and contract with Festivals' sponsors in the fashion set forth in the Procurement Code, and there is no benefit to the City from following the Procurement Code guidelines, and the sponsor and artists contracts for the Festivals should be exempt from the Procurement Code; and

WHEREAS, the City has an official logo for each of the Festivals. In addition, the City commissions an artist each year to create the official artwork for the Jazz Festival. The City utilizes the name and logo of each of the Festivals, and the Jazz Festival official artwork on merchandise. The City sells the merchandise to raise revenues to support the Festivals; and

WHEREAS, the City should register the word marks "ATLANTA JAZZ FESTIVAL" and "MONTREUX ATLANTA MUSIC FESTIVAL", so that non-City entities cannot commercially utilize those words, or words with a similar meaning. The City should also register the design marks of the Jazz Festival's logo and official artwork, and the Montreux Festival's logo; and

WHEREAS, by registering these trademarks, the City can legally prevent potential competitors from profiting from words, logos, or artwork that belong to the City, and can thereby increase the revenues raised by the City; and

WHEREAS, the City's trademark registrations should occur at a state and federal level to provide ultimate protection to the City. The registration must occur in each of the categories in which the City anticipates using the name, logo and/or official artwork of the Festivals, including but not limited to entertainment services, t-shirts, posters, water bottles and hats; and

WHEREAS, the cost of registering a word mark federally is \$335 per category of registration. The cost of registering a design mark federally is \$335 per category of registration. The cost of registering a work mark at the state level is \$15 per category of

registration, with an identical cost for registering a design mark. Mailing fees are added to all of these costs. So, for example, if the City wants to produce T-shirts with the Jazz Festival name and logo, it will cost \$350 plus mailing fees to register the Jazz Festival word mark and the \$350 to register the Jazz Festival design mark, at a federal and state level, for T-shirts only. The City will need to pay an additional \$700 to register these trademarks for hats, and similarly \$700 for each of the other categories in which the City desires trademark protection; and

WHEREAS, the City will need to register the word marks and logos for the Festivals only once, but will need to register the design mark for the Jazz Festival's official artwork each year, as the City changes the artwork for each festival annually; and

WHEREAS, in order to register the trademarks in seven categories at the federal and state level, it should not cost more than \$5,250 total to register the word mark "ATLANTA JAZZ FESTIVAL" and the design mark of the Jazz Festival logo. It should not cost more than \$5,250 total to register the word mark "MONTREUX ATLANTA MUSIC FESTIVAL" and the design mark of the Montreux Festival logo. It should not cost more than \$8,000 total to register the Jazz Festival's official artwork in 2004, 2005, and 2006. Mailing costs are included in these not to exceed amounts.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1. The Mayor or her designee, on behalf of the City, is hereby authorized to enter into and execute agreements with artists to perform at the 2004, 2005, and 2006 Jazz Festival and the 2004, 2005, and 2006 Montreux Festival ("Artist Agreements"). The Artist Agreements with local artists shall provide a fee to the artist in an amount not to exceed \$5,000, unless the local artists have received national acclaim. The Mayor or her designee may enter no greater than five Artist Agreements per each of the two Festivals, whereby the fee paid to the artist is in an amount greater than \$50,000 but not exceeding \$100,000. All other Artist Agreements for the two Festivals shall provide artist fees in an amount not to exceed \$50,000. In addition, the Artist Agreements with all of the artists shall provide that the City shall pay for the Artists' technical rider requirements. The Artist Agreements with all of the artists other than the local artists, shall provide that the City shall pay for the Artists' personal rider requirements. The technical rider requirements shall include backline (instruments, equipment, etc) staging, sound, and lights, and in no event shall these costs exceed \$15,000 per artist. The personal rider requirements shall include round-trip airfare, hotel, meal, and ground transportation costs of the artist, and in no event shall these costs exceed \$5,000 per artist. The Mayor or her designee is not authorized to agree to the City expenditure of any additional money in the Artist Agreements, other than as set forth in this Section 1.

Section 2. The cost of the Jazz Festival Artist Agreements shall be charged to and paid from the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 524001 N41S0201QNA0. The cost of the Montreux Festival Artist Agreements shall be charged

to and paid from the Montreux Festival Trust Fund Account, Fund Account Center No. 3P02 524001 N41S0202QNA0.

Section 3. The Mayor or her designee, on behalf of the City, is hereby authorized to accept donations for the Festivals and to enter into and execute agreements with sponsors of the 2004, 2005, and 2006 Jazz Festival and the 2004, 2005, and 2006 Montreux Festival ("Sponsor Agreements"). The Mayor or her designee is further authorized to provide benefits to sponsors in exchange for their donations. The Sponsor Agreements shall set forth the type of sponsorship, the sponsorship fee, and the benefits provided by the City to the sponsors. The Sponsor Agreements shall be for the following levels of sponsorships with the following associated fees: Presenting Sponsors, whereby the sponsor must donate cash or in-kind donations totaling \$85,000 or more; Official Sponsors, whereby the sponsor must donate cash or in-kind donations totaling \$50,000 or more; Supplier Sponsors, whereby the sponsor must donate cash or in-kind donations for \$25,000 or more; and Media Sponsors, whereby the sponsor must donate cash or in-kind donations for \$25,000 or more. The benefits provided to the sponsors shall be determined by the Commissioner of the Department of Parks, Recreation and Cultural Affairs ("Commissioner"), but shall be in the nature of advertisement of the sponsor in Jazz or Montreux Festival advertisements or at Jazz or Montreux Festival events, Jazz or Montreux Festival tickets, and Jazz or Montreux Festivals merchandise. Jazz Festival Sponsors shall receive Jazz Festival benefits only, and Montreux Festival sponsors shall receive Montreux Festival benefits only. The Commissioner is authorized to include sponsor logos on and in advertisements for the Festivals, and to hang banners including sponsor logos at the Festivals' events.

Section 4. All Jazz Festival contributions shall be deposited into the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 464101 N41S0201QNA0, and shall be used to pay for Jazz Festival costs only. All Montreux Festival contributions shall be deposited into the Montreux Festival Trust Fund Account, Fund Account Center No. 3P02 464101 N41S0202QNA0, and shall be used to pay for Montreux Festival costs only.

Section 5. The Commissioner is authorized to charge admission prices for the 2004, 2005, and 2006 Jazz and Montreux Festival events, provided that each of the Festivals has some events that are free. These admission prices shall be consistent with the market rate admission prices for the particular artist(s) performing at the event, as determined by the Commissioner.

Section 6. All revenues derived from Jazz Festival admission prices shall be deposited into the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 464101 N41S0201QNA0, and shall be used to pay for Jazz Festival costs only. All revenues derived from Montreux Festival admission prices shall be deposited into the Montreux Festival Trust Fund Account, Fund Account Center No. 3P02 464101 N41S0202QNA0, and shall be used to pay for Montreux Festival costs only.

Section 7. The Mayor or her designee, on behalf of the City, is hereby authorized to enter into and execute agreements with artists to create the official artwork of the 2004, 2005, and 2006 Jazz Festival ("Official Artwork Agreements"). The Official Artwork Agreements shall provide a fee to the artist such that the City expends an amount not to exceed \$2,000 per year, or \$6,000 total for the official artwork of the 2004, 2005, and 2006 Jazz Festival.

Section 8. The City Attorney is hereby authorized to register, at both a federal and state level, in no greater than seven categories, the word mark "ATLANTA JAZZ FESTIVAL", the design mark of the Jazz Festival's logo, and the design mark of the Jazz Festival's 2004, 2005, and 2006 official artwork, in an amount not to exceed \$13,250. These registration costs, including mailing expenses, shall be charged to and paid from the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02 5***** N41S0201QNA0.

Section 9. The City Attorney is hereby authorized to register, at both a federal and state level, in no greater than seven categories, the word mark "MONTREUX ATLANTA MUSIC FESTIVAL" and the design mark of the Montreux Festival's logo, in an amount not to exceed \$5,250. These registration costs, including mailing expenses, shall be charged to and paid from the Montreux Festival Trust Fund Account, Fund Account Center No. 3P02 5***** N41S0202QNA0.

Section 10. All ordinances in conflict herewith are hereby repealed for purposes of this Ordinance only, and only to the extent of the conflict.

AN ORDINANCE

BY *Ceasar C. Mitchell*



04-0 -0442

AN ORDINANCE AUTHORIZING THAT THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE CITY, ENTER AGREEMENTS WITH PERFORMERS, SPONSORS AND VENDORS FOR THE 2004, 2005, AND 2006 ATLANTA JAZZ FESTIVAL AND MONTREUX ATLANTA MUSIC FESTIVAL AND CHARGE ADMISSION FEES FOR SELECT EVENTS AT THOSE FESTIVALS, AND THAT ALL JAZZ FESTIVAL REVENUES AND COSTS BE DEPOSITED INTO OR CHARGED TO AND PAID FROM FUND ACCOUNT CENTER NO. 3P02N41S0201QNA0, AND THAT ALL MONTREUX FESTIVAL REVENUES AND COSTS BE DEPOSITED INTO OR CHARGED TO AND PAID FROM FUND ACCOUNT CENTER NO. 3P0N41S0202QNA0; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") produces two music festivals each year for the benefit of its citizens, the Atlanta Jazz Festival ("Jazz Festival") and the Montreux Atlanta Music Festival ("Montreux Festival") (collectively, the "Festivals");

WHEREAS, the Jazz Festival is held throughout the month of May, and includes approximately one hundred free events and approximately five events for which an admission price is charged; and

WHEREAS, the Montreux Festival is held for up to five consecutive days, including the Labor Day weekend, and includes approximately ten free events and fifteen events for which an admission price is charged; and

WHEREAS, the City pays for the Festivals from Hotel Motel Tax proceeds, from sponsors of each of the Festivals, from vendors at the Festivals, and from revenues generated by the Festivals' concerts that charge an admission price; and

WHEREAS, because of the limited Hotel Motel Tax funds, and because significantly more of those funds are allocated for the Jazz Festival, and because the budget for the Montreux Festival was cut significantly beginning with the 2002 City budget, the Jazz Festival is able to provide a large number of free events, whereas the Montreux Festival must charge an admission fee for the majority of its events; and

WHEREAS, as the producer of the Festivals, the City must negotiate contracts with each of the performers and each of the sponsors and vendors; and

WHEREAS, the cost of the performers at each of the Festivals is up to \$5,000 for local performers from the metro Atlanta region, up to \$50,000 for national performers such as Gladys Knight or Art Garfunkel, and up to \$100,000 for headline performers such as Ray Charles, Aretha Franklin, or Tony Bennett. The City also pays for the performers' backline (instruments, equipment, etc) staging, sound, and lights. Lastly, the City pays for non-local performers' round trip airfare, and hotel, meal, and ground transportation costs; and

WHEREAS, there are no greater than five headline performers at each of the Festivals; and

WHEREAS, one way that the City pays for the Festivals is through sponsorships. The Festivals have different levels and types of sponsorships, depending upon the amount and type of the sponsor's contribution: Presenting Sponsors donate cash or in-kind donations totaling \$85,000 or more; Official Sponsors donate cash or in-kind donations totaling between \$50,000 to \$100,000; Supplier Sponsors donate cash or in-kind donations totaling between \$25,000 to \$75,000; and Media Sponsors donate cash or in-kind donations totaling between \$25,000 to \$75,000; and

WHEREAS, contributions made by Jazz Festival sponsors are utilized for the Jazz Festival only, and contributions made by Montreux Festival sponsors are utilized for the Montreux Festival only; and

WHEREAS, in exchange for the donation, sponsors receive numerous benefits, including: passes or tickets to the Festivals' events that otherwise require an admission fee; discounted tickets to the Festivals' events that require an admission fee and an opportunity to purchase those tickets in advance; gifts of Festivals-related merchandise; inclusion of sponsor's name or logo in the Festivals' press releases, advertisements, event related published stories, and television advertisements; and dedicated space at select Festivals' events wherein the sponsor can display its goods and a banner with the company logo; and

WHEREAS, sponsors for the Jazz Festival receive Jazz Festival benefits only and sponsors for the Montreux Festival receive Montreux Festival benefits only; and

WHEREAS, one way that the City pays for the Festivals is through the collection of vending fees. Numerous vendors request the ability to sell and/or advertise their goods at these Festivals, including vendors selling merchandise, and vendors selling food and drinks. The City charges these vendors for the privilege of vending at the Festivals, and the charge is based on the market rate for the right to vend, whether the vendor is selling goods or advertising goods, whether the goods being sold are edible, the cost of the goods being sold, and the size of the space being provided to the vendor; and

WHEREAS, one way that the City pays for the Festivals is through charging an admission fee for certain of the Festivals' events. As the producer of the Festivals, the City must determine a reasonable market based entrance fee; and

WHEREAS, the City determines which artists to pursue for each of the Festivals by researching the popularity of various artists, including review of published articles and polls, researching the cost of various artists and comparing those costs to the going rates within the industry for artists of similar notoriety, and the artists' availability. Based upon this information, the City creates a list of artists that it would like to have perform, approaches each artist and requests that s/he perform at one of the Festivals; and

WHEREAS, booking artists occurs at a quick pace, in that artists are generally unwilling to reserve a performance date without a guarantee that they will in-fact be hired for that date. Therefore, once the City determines that it wants a performer to appear at a Festival, it needs to enter an agreement with that artist so that the artist is not hired by someone else; and

WHEREAS, because the City selects artists that it wishes to perform at these Festivals, and because of the pace of booking artists, the City's procurement process is not an effective manner of selecting and hiring artists and the artist procurement process for these Festivals should be exempt from the Procurement Code; and

WHEREAS, because the City allows for an unlimited number of sponsors and vendors for the Festivals, and because these arrangements are made within a relatively close time proximity to the Festivals, the City does not have time to select and contract with Festivals' sponsors and vendors in the fashion set forth in the Procurement Code, and there is no benefit to the City from following the Procurement Code guidelines, and the sponsor and artists contracts for the Festivals should be exempt from the Procurement Code. .

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1. The Mayor or her designee, on behalf of the City, is hereby authorized to enter into and execute agreements with artists to perform at the 2004, 2005, and 2006 Jazz Festival and the 2004, 2005, and 2006 Montreux Festival ("Artist Agreements"). The Artist Agreements with local artists shall provide a fee to the artist in an amount not to exceed \$5,000, unless the local artists have received national acclaim. The Mayor or her designee may enter no greater than five Artist Agreements per each of the two Festivals, whereby the fee paid to the artist is in an amount greater than \$50,000 but not exceeding \$100,000. All other Artist Agreements for the two Festivals shall provide artist fees in an amount not to exceed \$50,000. In addition, the Artist Agreements with all of the artists shall provide that the City shall pay for the Artists' technical rider requirements. The Artist Agreements with all of the artists other than the local artists, shall provide that the City shall pay for the Artists' personal rider requirements. The technical rider requirements shall include backline (instruments, equipment, etc) staging, sound, and lights, and in no event shall these costs exceed \$15,000 per artist. The personal rider requirements shall include round-trip airfare, hotel, meal, and ground

transportation costs of the artist, and in no event shall these costs exceed \$5,000 per artist. The Mayor or her designee is not authorized to agree to the City expenditure of any additional money in the Artist Agreements, other than as set forth in this Section 1.

Section 2. The cost of the Jazz Festival Artist Agreements shall be charged to and paid from the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02N41S0201QNA0. The cost of the Montreux Festival Artist Agreements shall be charged to and paid from the Montreux Festival Trust Fund Account, Fund Account Center No. 3P0N41S0202QNA0.

Section 3. The Mayor or her designee, on behalf of the City, is hereby authorized to accept donations for the Festivals and to enter into and execute agreements with sponsors of the 2004, 2005, and 2006 Jazz Festival and the 2004, 2005, and 2006 Montreux Festival ("Sponsor Agreements"). The Mayor or her designee is further authorized to provide benefits to sponsors in exchange for their donations. The Sponsor Agreements shall set forth the type of sponsorship, the sponsorship fee, and the benefits provided by the City to the sponsors. The Sponsor Agreements shall be for the following levels of sponsorships with the following associated fees: Presenting Sponsors, whereby the sponsor must donate cash or in-kind donations totaling \$85,000 or more; Official Sponsors, whereby the sponsor must donate cash or in-kind donations totaling \$50,000 or more; Supplier Sponsors, whereby the sponsor must donate cash or in-kind donations for \$25,000 or more; and Media Sponsors, whereby the sponsor must donate cash or in-kind donations for \$25,000 or more. The benefits provided to the sponsors shall be determined by the Commissioner of the Department of Parks, Recreation and Cultural Affairs ("Commissioner"), but shall be in the nature of advertisement of the sponsor in Jazz or Montreux Festival advertisements or at Jazz or Montreux Festival events, Jazz or Montreux Festival tickets, and Jazz or Montreux Festivals merchandise. Jazz Festival Sponsors shall receive Jazz Festival benefits only, and Montreux Festival sponsors shall receive Montreux Festival benefits only. The Commissioner is authorized to include sponsor logos on and in advertisements for the Festivals, and to hang banners including sponsor logos at the Festivals' events.

Section 4. All Jazz Festival contributions shall be deposited into the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02N41S0201QNA0, and shall be used to pay for Jazz Festival costs only. All Montreux Festival contributions shall be deposited into the Montreux Festival Trust Fund Account, Fund Account Center No. 3P0N41S0202QNA0, and shall be used to pay for Montreux Festival costs only.

Section 5. The Mayor or her designee, on behalf of the City, is authorized to enter agreements with persons or companies wishing to vend at the 2004, 2005, and/or 2006 Jazz Festival and/or the 2004, 2005, and/or 2006 Montreux Festival ("Vendor Agreements"). The Vending Agreements shall indicate, at a minimum, the type of product that the vendor will be selling or advertising, the dates and times during which the vending shall be permitted, the location of the vending, the size of the vending area that will be provided by the City, and the vending fee to be paid by the vendor. All vending fees quoted in the Vending Agreements shall be for a vending booth at either of

the two Festivals during the three-day Memorial Day or Labor Day weekend, as applicable. These vending fees shall be in the following ranges: the fee for vending merchandise shall be between \$300 through \$2,000; the fee for vending food and/or drinks shall be between \$750 through \$5,000; and the fee for persons or companies wishing to advertise a particular product at a vending booth shall be between \$5,000 through \$15,000. The Commissioner or her designee shall develop a schedule of criteria by which the exact vending prices shall be determined and applied consistently.

Section 6. All Jazz Festival vending fees shall be deposited into the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02N41S0201QNA0, and shall be used to pay for Jazz Festival costs only. All Montreux Festival vending fees shall be deposited into the Montreux Festival Trust Fund Account, Fund Account Center No. 3P0N41S0202QNA0, and shall be used to pay for Montreux Festival costs only.

Section 7. The Commissioner is authorized to charge admission prices for the 2004, 2005, and 2006 Jazz and Montreux Festival events, provided that each of the Festivals has some events that are free. These admission prices shall be consistent with the market rate admission prices for the particular artist(s) performing at the event, as determined by the Commissioner.

Section 8. All revenues derived from Jazz Festival admission fees shall be deposited into the Jazz Festival Trust Fund Account, Fund Account Center No. 3P02N41S0201QNA0, and shall be used to pay for Jazz Festival costs only. All revenues derived from Montreux Festival admission fees shall be deposited into the Montreux Festival Trust Fund Account, Fund Account Center No. 3P0N41S0202QNA0, and shall be used to pay for Montreux Festival costs only.

Section 9. All ordinances and resolutions in conflict herewith are hereby repealed for purposes of this Ordinance only, and only to the extent of the conflict.